

## **EXHIBIT 4**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
ALEXANDRIA DIVISION**

AMAZON.COM, INC. and AMAZON  
DATA SERVICES, INC.,

Plaintiffs,

v.

WDC HOLDINGS LLC dba NORTHSTAR  
COMMERCIAL PARTNERS; BRIAN  
WATSON; STERLING NCP FF, LLC;  
MANASSAS NCP FF, LLC; NSIPI  
ADMINISTRATIVE MANAGER; NOVA  
WPC LLC; WHITE PEAKS CAPITAL LLC;  
VILLANOVA TRUST; CASEY  
KIRSCHNER; ALLCORE DEVELOPMENT  
LLC; FINBRIT HOLDINGS LLC;  
CHESHIRE VENTURES LLC; CARLETON  
NELSON; JOHN DOES 1-20,

Defendants.

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800 HOYT LLC,

Intervening Interpleader  
Plaintiff / Intervening  
Interpleader Counter-  
Defendant,

v.

BRIAN WATSON; WDC HOLDINGS, LLC;  
BW HOLDINGS; LLC,

Interpleader Defendants,

and

AMAZON.COM, INC., and AMAZON  
DATA SERVICES, INC.,

Interpleader Defendants /  
Interpleader Counter-Plaintiffs.

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CASE NO. 1:20-CV-484-RDA-TCB

**AMAZON.COM, INC. AND AMAZON DATA SERVICES, INC.'S  
SUPPLEMENTED INITIAL DISCLOSURES**

Pursuant to Rule 26 of the Federal Rules of Civil Procedure and the Local Rules of this Court, Plaintiffs Amazon.com, Inc. and Amazon Data Services, Inc. (collectively, “Amazon”), by and through their undersigned attorneys, hereby supplement their initial disclosures in this action, as follows.

Pursuant to Rule 26(a)(1)(A)(iii), Amazon intends to seek compensatory damages as well as restitution and disgorgement of all earnings, profits, compensation, and all other ill-gotten gains obtained by Defendants based on their illegal conduct (collectively, referred to as “unjust enrichment”), as well as pre- and post-judgment interest, attorneys’ fees, and a permanent injunction. Amazon sets forth below its current computation of each category of damages and unjust enrichment it may seek to recover. Amazon notes that discovery is in its early stages, and it will modify and/or supplement its damages disclosures in accordance with the Federal Rules of Civil Procedure. Amazon will further identify its final calculations of the amounts it seeks to recover as damages and unjust enrichment, and the basis for those calculations, in its damages expert disclosure(s), which will be made in accordance with the schedule set by the Court. Similarly, Amazon anticipates that discovery will clarify the extent to which these categories of harm may overlap with each other, so as to enable Amazon to identify and account for any such overlap prior to electing remedies.

- Damages: Amazon currently calculates its damages as at least approximately \$27,700,000, which includes (a) the \$10,000,000 assignment fee attributable to the Blueridge transaction (approximately \$5,000,000 of this amount that was paid in kickbacks to Defendants Nelson and Kirschner may also be recovered as unjust enrichment, as noted below); and (b) the approximately \$17,700,000 difference between the NOVA WPC LLC \$98.67 million purchase price and Amazon’s

subsequent \$116.4 million purchase price attributable to the White Peaks transaction (the approximately \$5,000,000 of this amount that was paid in kickbacks to Defendant Watson and the approximately \$1,000,000 of this amount that was paid in kickbacks to Defendants Nelson and Kirschner may also be recovered as unjust enrichment, as noted below). Amazon notes that its initial calculation of damages included damages attributable to inflated rents and fees it had agreed to pay lessors that were controlled by certain of the Defendants at the time the leases were negotiated, including, without limitation, the leases (the “Leases”) with Dulles NCP LLC, Quail Ridge NCP LLC, Manassas NCP LLC, and Dulles NCP II LLC (collectively the “Lease Damages”). Amazon has now been able negotiate amendments to the Leases, which has mitigated, but not completely eliminated, these Lease Damages.

- Unjust enrichment: Amazon currently calculates its unjust enrichment recovery as at least approximately \$75,063,163. This unjust enrichment amount includes payments and kickbacks that Defendants and their co-conspirators appear to have received as a result of the Blueridge and White Peaks transactions and the Leases, all of which Defendants and their co-conspirators fraudulently induced Amazon to enter. Amazon’s current unjust enrichment calculation includes the following:
  - Approximately \$5,000,000 in kickbacks paid to Defendants Nelson and Kirschner attributable to the Blueridge transaction, which were funded by the \$10,000,000 assignment fee paid by Amazon to Blueridge and included above in Amazon’s Damages computation;
  - Approximately \$17,700,000, which is the difference between the NOVA WPC LLC purchase price and Amazon’s subsequent purchase price attributable to the

- White Peaks transaction included in Amazon's computation of Damages above, and which funded approximately \$5,000,000 in kickbacks to Defendant Watson and approximately \$1,000,000 in kickbacks to Defendants Nelson and Kirschner;
- Kickbacks as set forth in the spreadsheet at SAC Ex. 10 (Dkt. 155-10), up to \$37,100,000, which includes approximately \$5,120,000 in kickbacks attributable to the Leases paid to Defendants Nelson and Kirschner by Defendants Watson and WDC Holdings via the Villanova Trust; and
  - All fees received by the Watson and WDC Defendants from the Lessors, in an amount of at least \$15,263,163, which includes approximately \$5,120,000 in kickbacks attributable to the Leases paid to Defendants Nelson and Kirschner by Defendants Watson and WDC Holdings via the Villanova Trust.

Amazon reserves all rights to seek other relief, either in these categories or otherwise, that is based on information identified through discovery or that the Court deems necessary and proper. Amazon intends to seek treble damages on all claims for which it is entitled to recover them, and the above computations do not include trebling.

Amazon identifies below the documents on which the above computations are based.

Damages

- Dkt. 160-7 through 160-10 (White Peaks purchase agreements)
- [REDACTED] email from [REDACTED] to [REDACTED] referring to [REDACTED]  
[REDACTED] (to be produced)
- May 6, 2019 draft of Blueridge purchase agreement sent by E. Hoy (to be produced)
- Dkt. 212-11 (Blueridge Assignment and Assumption Agreement)

Unjust Enrichment

- Dkt. 160-7 through 160-10 (White Peaks purchase agreements)
- [REDACTED] email from [REDACTED] to [REDACTED] referring to [REDACTED]  
[REDACTED] (to be produced)
- May 6, 2019 draft of Blueridge purchase agreement sent by E. Hoy (to be produced)
- Dkt. 212-11 (Blueridge Assignment and Assumption Agreement)
- Finder's Fee Agreement between Blueridge and Finbrit Holdings, LLC dated May 15, 2019 (to be produced)
- Wire transfer from Blueridge to 2010 Irrevocable Trust dated December 24, 2019 (to be produced)
- Wire instructions for 2010 Irrevocable Trust identifying Rodney C. Atherton as Trustee of 2010 Irrevocable Trust at First Western Trust (to be produced)
- Dkt. 155-10 (SAC Ex. 10) (C. Kirschner Recycle Bin spreadsheet)
- Dkt 156-1 (SAC Ex. 11) (Villanova Trust payments spreadsheet)
- Dkt. 163-4 (K. Ramstetter / W. Camenson / WDC settlement agreement)
- Dkt. 42-2 (Transcript of conversation between B. Watson, K. Ramstetter, and W. Camenson)
- Documents supporting computation of fees paid by landlord entities or IPI to WDC (to be produced)
- Bank records produced by Receiver (to be produced)

Dated: January 21, 2022

By,

s/ Michael R. Dziuban

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**CERTIFICATE OF SERVICE**

I hereby certify that on January 21, 2022, I will email or mail via U.S. mail the foregoing to the following parties:

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